

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

CASE NO. 24-CV-24499-RAR

YETI COOLERS, LLC,

Plaintiff,

vs.

**THE INDIVIDUALS, BUSINESS ENTITIES,
AND UNINCORPORATED ASSOCIATIONS
IDENTIFIED ON SCHEDULE “A,”**

Defendants.

/

ORDER GRANTING PLAINTIFF’S MOTION FOR DEFAULT FINAL JUDGMENT

THIS CAUSE comes before the Court upon Plaintiff’s Motion for Entry of Default Final Judgment (“Motion”), [ECF No. 37]. Plaintiff YETI Coolers, LLC (“Plaintiff” or “YETI”) seeks entry of a default final judgment against Defendants,¹ the Individuals, Business Entities, and Unincorporated Associations identified on Schedule “A” (“Defendants”) that operate Internet based e-commerce stores that infringe Plaintiff’s trademarks and promote and sell counterfeit goods bearing and/or using Plaintiff’s trademarks. *See generally* Mot. Plaintiff requests that the Court: (1) enjoin Defendants from producing or selling goods that infringe on its trademarks; (2) cancel, or at Plaintiff’s election, transfer the Internet based e-commerce stores operating under Defendants’ seller names (“E-commerce Store Names”) at issue to Plaintiff; (3) assign all rights,

¹ Plaintiff has not included Defendants, amlgtp.com (Defendant Number 15), iikos.com (Defendant Number 16), qustasuan.com (Defendant Number 32) and delilidas.shop (Defendant Number 39), in the Motion’s request for relief as these Defendants have been voluntarily dismissed from this action. *See* [ECF No. 22]. Additionally, Defendant thegiftio.com (Defendant Number 66) has not been included in Plaintiff’s request for relief as Plaintiff has been granted an extension of time to file a Motion for Default Final Judgment as to Defendant Number 66 until March 6, 2025. *See* [ECF No. 36]. Accordingly, this Order refers to the remaining Defendants identified on Schedule “A,” attached to this Order, and does not apply to Defendants amlgtp.com (Defendant Number 15), iikos.com (Defendant Number 16), qustasuan.com (Defendant Number 32), delilidas.shop (Defendant Number 39), and thegiftio.com (Defendant Number 66).

title, and interest to the E-commerce Store Names to Plaintiff; (4) permanently delist or deindex the E-commerce Store Names from internet search engines; and (5) award statutory damages. *See generally id.*

A Clerk's Default, [ECF No. 32], was entered against Defendants on February 6, 2025, after Defendants failed to respond to the Amended Complaint, [ECF No. 29], despite having been served. *See Proof of Service, [ECF No. 30].* The Court having considered the record and noting no opposition to the Motion, it is hereby

ORDERED AND ADJUDGED that Plaintiff's Motion, [ECF No. 37], is **GRANTED** for the reasons stated herein.

BACKGROUND²

A. Factual Background

Plaintiff is the owner of the following trademarks, which are valid and registered on the Principal Register of the United States Patent and Trademark Office (collectively, the "YETI Marks"):

Trademark	Registration Number	Registration Date	Class(es) / Good(s)
YETI	3,203,869	January 30, 2007	IC 021 – Portable coolers.
TUNDRA	4,083,930	January 10, 2012	IC 021 – Portable coolers.
ROADIE	4,083,932	January 10, 2012	IC 021 – Portable coolers.

² The factual background is taken from Plaintiff's Amended Complaint, [ECF No. 29], the Motion for Entry of Default Final Judgment, [ECF No. 37], and supporting evidentiary submissions.

Trademark	Registration Number	Registration Date	Class(es) / Good(s)
YETI TANK	4,818,317	September 22, 2015	IC 021 – Portable coolers.
YETI RAMBLER COLSTER	4,871,725	December 15, 2015	IC 021 – Stainless steel drink holders.
COLSTER	4,883,074	January 5, 2016	IC 021 – Stainless steel drink holders.
YETI	4,948,371	October 30, 2007	IC 025 – Clothing, namely t-shirts, jerseys, shorts, hats, caps, sweatshirts, socks, jackets.
RAMBLER	4,998,897	July 12, 2016	IC 021 – Jugs.
HOPPER FLIP	5,171,380	March 28, 2017	IC 021 – Portable coolers.
HOPPER	5,232,872	June 27, 2017	IC 021 – Portable coolers.

Trademark	Registration Number	Registration Date	Class(es) / Good(s)
RAMBLER	5,233,441	June 27, 2017	IC 021 - Bevareware; cups; drinking glasses; tumblers for use as drinking vessels; jugs; mugs; temperature-retaining drinking vessels; storage containers for household or domestic use, namely, vacuum container for hot or cold food and drink; beer growlers; insulated food and drink containers; stainless steel tumblers for use as drinking vessels; stainless steel drinking glasses; stainless steel beverageware; drinking straws.
YETI HOPPER	5,329,935	November 7, 2017	IC 021 – Portable coolers.
YETI RAMBLER	5,409,905	February 27, 2018	IC 021 - Bevareware; cups; drinking glasses; tumblers for use as drinking vessels; jugs; mugs; temperature-retaining drinking vessels; storage containers for household or domestic use, namely, vacuum container for hot or cold food and drink; beer growlers; insulated food and drink containers; insulating sleeve holder for beverage cups; thermal insulated drink holder; portable stainless steel drink holders for holding individual cups, cans, and bottles; stainless steel tumblers for use as drinking vessels; stainless steel drinking glasses; stainless steel beverageware.
YETI	5,601,737	November 6, 2018	IC 025 - Shirts; t-shirts; hats; sun shirts; caps; sweatshirts; hooded sweatshirts; shorts; vests.

Trademark	Registration Number	Registration Date	Class(es) / Good(s)
HONDO	5,619,235	November 27, 2018	IC 020 - Furniture; outdoor furniture; camping furniture; furniture for camping; furniture for outdoors; metal furniture; patio furniture; lawn furniture; seating furniture; furniture parts; chairs; lounge chairs; metal chairs; lawn chairs; portable chairs; folding chairs; fishing chairs not affixed to fishing boats; beach chairs; seats; gear bags, and storage pouches, all specifically adapted for chairs.
SIDEKICK	5,677,586	February 19, 2019	IC 018 - All-purpose carrying bags for attaching to portable coolers; fabric pouches sold empty that may be used to hold wallets, keys, bottle openers, fishing tools and accessories, hunting tools and accessories, utensils, and flashlights for attaching to portable coolers; pouches and bags sold empty for attaching to bags, namely, hunting bags, angler's game bags, tote bags, daypacks, all-purpose carrying bags, duffle bags, and travel bags; pouches and bags sold empty for attachment to backpacks; submersible pouches and bags sold empty for attaching to bags, namely, hunting bags, angler's game bags, tote bags, daypacks, all-purpose carrying bags, duffle bags, and travel bags. IC 021 - Pouches and bags specially adapted for attachment to non-electric portable coolers.

Trademark	Registration Number	Registration Date	Class(es) / Good(s)
SIDEKICK DRY	5,746,245	May 7, 2019	<p>IC 018 – All-purpose carrying bags for attaching to portable coolers; fabric pouches sold empty that may be used to hold wallets, keys, bottle openers, fishing tools and accessories, hunting tools and accessories, utensils, and flashlights for attaching to portable coolers; pouches and bags sold empty for attaching to bags, namely, hunting bags, angler's game bags, tote bags, daypacks, all-purpose carrying bags, duffle bags, and travel bags; pouches and bags sold empty for attachment to backpacks; submersible pouches and bags sold empty for attaching to bags, namely, hunting bags, angler's game bags, tote bags, daypacks, all-purpose carrying bags, duffle bags, and travel bags; waterproof pouches and bags sold empty for attaching to bags, namely, hunting bags, angler's game bags, tote bags, daypacks, all-purpose carrying bags, duffle bags, and travel bags.</p> <p>IC 021 - Pouches and bags specially adapted for attachment to non-electric portable coolers.</p>
LOADOUT	5,764,172	May 28, 2019	IC 021 - Buckets; plastic buckets; industrial buckets; utility buckets; fishing buckets; ranger buckets, namely, buckets for live bait; ice buckets; game buckets for carrying game.
YETI	5,776,845	June 11, 2019	IC 021 – Pet feeding and drinking bowls.

Trademark	Registration Number	Registration Date	Class(es) / Good(s)
LOWLANDS	5,846,710	August 27, 2019	IC 024 – Blanket throws; travelling blankets; pet blankets; lap blankets; bed blankets; blankets for outdoor use.
CAMINO	5,869,398	September 24, 2019	IC 018 - Tote bags; carryalls; carry-all bag; weekend bags; day bags, namely, athletic bags; bags, namely, kit bags.
YETI	5,885,556	October 15, 2019	IC 016 – Lunch bags.
TUNDRA HAUL	5,886,316	October 15, 2019	IC 021 – Non-electric coolers.
DAYTRIP	5,893,053	October 22, 2019	IC 021 – Insulated lunch boxes; lunch boxes; lunch bags not of paper; insulated lunch bags not of paper; non-electric portable coolers.
RAMBLER	6,119,024	August 4, 2020	IC 020 - Plastic lids for drinkware; plastic lids for drinkware with handle; plastic lids that double as a cup; insulated plastic lids that double as a cup; insulated plastic lids.

Trademark	Registration Number	Registration Date	Class(es) / Good(s)
RAMBLER	6,119,025	August 4, 2020	IC 021 - Drinking cups sold with lids therefor; drinkware lids, namely, cup lids; drinkware lid, namely, cup lid with handle; drinkware straw lids, namely, cup lids with integrated straws; drinkware straw lids, namely, cup lids with holes for straws; wine glasses; cups, bottles, and mugs sold with lids that double as a cup, sold empty; cup lids that double as a cup; insulated lids that double as a cup; insulated cups, bottles, and mugs sold with insulated lids that double as a cup, sold empty; insulated cup lids; insulated lids for plates and dishes; drinking cups for babies and children; drinking straws for babies and children; drinking cups for babies and children and parts and fittings therefor, namely, cups for babies and children sold as a unit with valves and lids.
HOPPER BACKFLIP	6,153,620	September 15, 2020	IC 021 – Non-electric portable coolers.

Trademark	Registration Number	Registration Date	Class(es) / Good(s)
YETI	6,181,763	October 20, 2020	<p>IC 018 - Bags with bottle holders, in the nature of day packs, backpacks, hiking bags, duffle bags, all-purpose carrying bags, tote bags, carry-all bags, travel bags, sports bags, and rucksacks with bottle holders.</p> <p>IC 021 - Sleeve holder for bottles, namely, bottle carriers for domestic use; neoprene bottle holders, namely, bottle carriers for domestic use; sleeve holder for bottles; slings specially adapted for holding bottles; bag specially adapted for holding bottles; stainless steel non-electric portable coolers.</p>
FLIP	6,200,636	November 17, 2020	IC 021 – Portable coolers.
YETI	6,211,351	December 1, 2020	<p>IC 020 – Plastic portable packing containers.</p> <p>IC 021 - Buckets; plastic buckets; industrial buckets; utility buckets; fishing buckets; ranger buckets; household containers for food and beverages; containers for household or kitchen use; plastic portable household cargo containers; drinking straws; portable non-electric water coolers; water dispensers; insulated water dispensers; portable beverage dispenser; handles specially adapted for beverageware.</p>

Trademark	Registration Number	Registration Date	Class(es) / Good(s)
YETI	6,211,352	December 1, 2020	IC 020 – Plastic portable packing containers. IC 021 - Buckets; plastic buckets; industrial buckets; utility buckets; fishing buckets; ranger buckets; household containers for food and beverages; containers for household or kitchen use; plastic portable household cargo containers; drinking straws; portable non-electric water coolers; water dispensers; insulated water dispensers; portable beverage dispenser; handles specially adapted for beverageware.
RAMBLER	6,230,234	December 22, 2020	IC 021 - Sleeve holder for bottles, namely, bottle carriers for domestic use; neoprene bottle holders, namely, bottle carriers for domestic use; slings specially adapted for holding bottles; bag specially adapted for holding bottles; sleeve holder for bottles.
CROSSROADS	6,230,238	December 22, 2020	IC 018 - All purpose carrying bags; tote bags; carry-all bags; weekend bags; hiking bags; rucksacks; travel bags; sports bags; daypacks; structural parts and fittings for the aforesaid goods. IC 021 - Bags specially adapted for holding or carrying water bottles.

Trademark	Registration Number	Registration Date	Class(es) / Good(s)
TRAILHEAD	6,235,558	December 29, 2020	IC 020 - Dog beds; beds for household pets; portable beds for pets; camping equipment, namely, folding chairs and tables; furniture; outdoor furniture; camping furniture; furniture for camping; furniture for outdoors; metal furniture; patio furniture; lawn furniture; seating furniture; furniture parts; chairs; metal chairs; chairs, namely, lawn chairs, portable chairs, folding chairs, fishing chairs not affixed to fishing boats; beach chairs; seats; furniture parts, namely, chair legs, arm rests, joints, feet, fabric holders, and chair fabric sold as an integral component of finished furniture; seating accessories, namely, carrying bags specially adapted for chairs and chair parts.
CROSSROADS	6,301,157	March 23, 2021	IC 018 – Backpacks.
PANGA	6,389,505	June 15, 2021	IC 018 – Luggage; duffle bags.
YETI	6,496,375	September 28, 2021	IC 021 – Beer glasses; drinking glasses; cups and mugs; bottles, sold empty; bottle openers.

Trademark	Registration Number	Registration Date	Class(es) / Good(s)
YETI	6,931,251	December 20, 2022	IC 021 - Beverageware; cups; drinking glasses, namely, tumblers; jugs; temperature retaining vessels; vacuum container for hot or cold food and drink; insulated food and drink containers; cold packs used to keep food and drink cold; refreezable ice substitutes in packaged form, namely, cold packs used to keep food or drink cold; insulating sleeve holder for beverage cups; bottle openers; cooler backpacks, namely, portable coolers which can be worn as a backpack; jockey boxes; ice buckets.

*See Declaration of Jeni Zuercher (“Zuercher Decl.”), [ECF No. 8-1] ¶¶ 4–5. The YETI Marks are used in connection with the manufacture and distribution of high-quality goods in the categories identified above. See *id.**

Plaintiff’s representative reviewed and visually inspected the detailed web page captures, reflecting various products bearing Plaintiff’s trademarks offered for sale through the E-commerce Store Names and determined the products were non-genuine, unauthorized versions of Plaintiff’s goods. *See id.* at ¶¶ 13–14. Based on its investigation, Plaintiff alleges Defendants have advertised, promoted, offered for sale, or sold goods bearing and/or using what Plaintiff has determined to be counterfeits, infringements, reproductions, or colorable imitations of the YETI Marks. *See id.*; *see also* Am. Compl. ¶¶ 7–14, 25. Defendants are not now, nor have they ever been, authorized or licensed to use, reproduce, or make counterfeits, reproductions, or colorable imitations of the YETI Marks. *See* Zuercher Decl. ¶¶ 10, 13–14.

B. Procedural Background

On November 14, 2024, Plaintiff filed its Complaint, [ECF No. 1], and on December 23, 2024, filed its Amended Complaint, [ECF No. 29], against Defendants. On November 18, 2024, Plaintiff filed its *Ex Parte* Motion for Order Authorizing Alternate Service of Process (“Motion for Alternate Service”), [ECF No. 9]. The Court entered an Order Granting the Motion for Alternate Service on November 21, 2024, [ECF No. 11]. In accordance with the November 21, 2024 Order, Plaintiff served each Defendant with a Summons and a copy of the Amended Complaint via electronic mail and website posting on December 23, 2024, and December 26, 2024. *See Decl. of Stephen M. Gaffigan (“Gaffigan Decl.”), [ECF No. 37-3] ¶ 6; see also Proof of Service, [ECF No. 30].*

Defendants failed to file an answer or other response, and the time allowed for Defendants to respond to the Amended Complaint has since expired. *See Gaffigan Decl. ¶¶ 7–8.* To Plaintiff’s knowledge, Defendants are not infants or incompetent persons, and the Service Members Civil Relief Act does not apply. *See id.* at ¶ 9. On February 6, 2025, the Clerk entered default against Defendants, [ECF No. 32], for failure to plead or otherwise defend pursuant to Rule 55(a) of the Federal Rules of Civil Procedure. Plaintiff now moves the Court for default final judgment against Defendants.

LEGAL STANDARD

A party may apply to the court for a default judgment when the defendant fails to timely respond to a pleading. FED. R. CIV. P. 55(b)(2). “A defendant, by his default, admits the plaintiff’s well-pleaded allegations of fact, is concluded on those facts by the judgment, and is barred from contesting on appeal the facts thus established.” *Eagle Hosp. Physicians, LLC v. SRG Consulting, Inc.*, 561 F.3d 1298, 1307 (11th Cir. 2009) (quoting *Nishimatsu Const. Co. v. Houston Nat’l Bank*, 515 F.2d 1200, 1206 (5th Cir. 1975)). However, conclusions of law are to be determined by the

court. *See Mierzwicki v. CAB Asset Management LLC*, No. 14-CV-61998, 2014 WL 12488533, at *1 (S.D. Fla. Dec. 30, 2014). Therefore, a court may only enter a default judgment if there is a “sufficient basis to state a claim.” *Id.* (citing *Nishimatsu*, 515 F.2d at 1206).

Once a plaintiff has established a sufficient basis for liability, the Court must conduct an inquiry to determine the appropriate damages. *PetMed Express, Inc. v. MedPets.Com, Inc.*, 336 F. Supp. 2d 1213, 1217 (S.D. Fla. 2004) (citations omitted). Although an evidentiary hearing is generally required, the Court need not conduct such a hearing “when . . . additional evidence would be truly unnecessary to a fully informed determination of damages.” *Safari Programs, Inc. v. CollectA Int'l Ltd.*, 686 F. App'x 737, 746 (11th Cir. 2017) (quoting *SEC v. Smyth*, 420 F.3d 1225, 1232 n.13 (11th Cir. 2005)). Therefore, where the record adequately supports the award of damages, an evidentiary hearing is not required. *See Smyth*, 420 F.3d at 1232 n.13; *PetMed Express*, 336 F. Supp. 2d at 1217 (finding an evidentiary hearing unnecessary because plaintiff was seeking statutory damages under the Lanham Act); *Luxottica Group S.p.A. v. Casa Los Martnez Corp.*, No. 14-CV-22859, 2014 WL 4948632, at *2 (S.D. Fla. Oct. 2, 2014) (same).

ANALYSIS

A. Claims

Plaintiff seeks a default judgment for the relief sought in the Amended Complaint, asserting the following claims against Defendants: (1) trademark counterfeiting and infringement under section 32 of the Lanham Act, in violation of 15 U.S.C. § 1114 (“Claim 1”); (2) false designation of origin under section 43(a) of the Lanham Act, in violation of 15 U.S.C. § 1125(a) (“Claim 2”); (3) unfair competition under Florida common law (“Claim 3”); and (4) trademark infringement under Florida common law (“Claim 4”). *See* Am. Compl. ¶¶ 41–66.

1. Counterfeiting and Infringement

Section 32 of the Lanham Act, 15 U.S.C. § 1114, provides liability for trademark infringement if, without the consent of the registrant, a defendant uses “in commerce any reproduction, counterfeit, copy, or colorable imitation of a registered mark . . . which . . . is likely to cause confusion, or to cause mistake, or to deceive.” 15 U.S.C. § 1114(1)(a). To prevail on its trademark infringement claim, a plaintiff must demonstrate “(1) that it had prior rights to the mark at issue and (2) that the defendant had adopted a mark or name that was the same, or confusingly similar to its mark, such that consumers were likely to confuse the two.” *Planetary Motion, Inc. v. Techspllosion, Inc.*, 261 F.3d 1188, 1193 (11th Cir. 2001) (footnote and citations omitted).

2. False Designation of Origin

The test for liability for false designation of origin under 15 U.S.C. § 1125(a) is the same as for a trademark counterfeiting and infringement claim—*i.e.*, whether the public is likely to be deceived or confused by the similarity of the marks at issue. *See Two Pesos, Inc. v. Taco Cabana, Inc.*, 505 U.S. 763, 780 (1992) (Stevens, J., concurring in the judgment).

3. Common Law Unfair Competition

Whether a defendant’s use of a plaintiff’s trademarks created a likelihood of confusion between the plaintiff’s and the defendant’s products is also the determining factor in the analysis of unfair competition under the common law of Florida. *See Rolex Watch U.S.A., Inc. v. Forrester*, No. 83-CV-8381, 1986 WL 15668, at *3–4 (S.D. Fla. Dec. 9, 1986) (“[I]t is clear that the Court need not find ‘actual confusion[.]’ . . . The proper test is ‘likelihood of confusion[.]’”).

4. Common Law Trademark Infringement

The analysis of liability for Florida common law trademark infringement is the same as the analysis of liability for trademark infringement under section 32(a) of the Lanham Act. *See PetMed Express, Inc.*, 336 F. Supp. 2d at 1217–18.

B. Liability

The well-pleaded factual allegations of Plaintiff's Amended Complaint properly contain the elements for each of the above claims and are admitted by virtue of Defendants' defaults. *See* Am. Compl. ¶¶ 7–14, 25–36, 42–43, 49–53, 57–58, 62–64. Moreover, the Amended Complaint's factual allegations have been substantiated by sworn declarations and other evidence and establish Defendants' liability for each of the claims asserted. Accordingly, default judgment pursuant to Rule 55 of the Federal Rules of Civil Procedure is appropriately entered against Defendants.

C. Relief

Plaintiff requests an award of equitable relief and monetary damages against Defendants for trademark infringement in Claim 1. The Court analyzes Plaintiff's request for relief as to Claim 1 only, as the judgment for Claims 2, 3, and 4—false designation of origin, common law unfair competition, and common law trademark infringement—is limited to entry of the requested equitable relief for Claim 1. *See generally* Mot.

I. *Injunctive Relief*

Pursuant to the Lanham Act, a district court is authorized to issue an injunction “according to the principles of equity and upon such terms as the court may deem reasonable,” to prevent violations of trademark law. 15 U.S.C. § 1116(a). Indeed, “[i]njunctive relief is the remedy of choice for trademark and unfair competition cases, since there is no adequate remedy at law for the injury caused by a defendant’s continuing infringement.” *Burger King Corp. v. Agad*, 911 F. Supp. 1499, 1509–10 (S.D. Fla. 1995) (alteration in original) (internal quotation marks omitted) (quoting *Century 21 Real Estate Corp. v. Sandlin*, 846 F.2d 1175, 1180 (9th Cir. 1988)). Injunctive relief is available even in the default judgment setting, *see, e.g., PetMed Express, Inc.*, 336 F. Supp. 2d at 1222–23, because Defendants’ failure to respond or otherwise appear makes it difficult for a plaintiff to prevent further infringement absent an injunction. *See Jackson v. Sturkie*, 255 F. Supp.

2d 1096, 1103 (N.D. Cal. 2003) (“[D]efendant’s lack of participation in this litigation has given the court no assurance that defendant’s infringing activity will cease. Therefore, plaintiff is entitled to permanent injunctive relief.”).

Permanent injunctive relief is appropriate where a plaintiff demonstrates: (1) it has suffered irreparable injury; (2) there is no adequate remedy at law; (3) the balance of hardship favors an equitable remedy; and (4) an issuance of an injunction is in the public’s interest. *See eBay, Inc. v. MercExchange, LLC.*, 547 U.S. 388, 391 (2006). Plaintiff has carried its burden on each of the four factors.

Specifically, in trademark cases, “a sufficiently strong showing of likelihood of confusion [caused by trademark infringement] may by itself constitute a showing of . . . a substantial threat of irreparable harm.” *E. Remy Martin & Co., S.A. v. Shaw-Ross Int’l Imp., Inc.*, 756 F.2d 1525, 1530 (11th Cir. 1985) (alterations added) (footnote omitted); *see also Levi Strauss & Co. v. Sunrise Int’l Trading Inc.*, 51 F.3d 982, 986 (11th Cir. 1995) (“There is no doubt that the continued sale of thousands of pairs of counterfeit jeans would damage [the plaintiff’s] business reputation and decrease its legitimate sales.”). Plaintiff’s Amended Complaint and the submissions show that the goods produced and sold by Defendants are nearly identical to Plaintiff’s genuine products, and consumers viewing Defendants’ counterfeit goods post-sale would actually confuse them for Plaintiff’s genuine products. *See, e.g.*, Am. Compl. ¶ 26 (“Defendants’ actions are likely to cause confusion of consumers at the time of initial interest, sale, and in the post-sale setting, who will believe all of Defendants’ goods offered for sale in or through Defendants’ e-commerce stores, are genuine goods originating from, associated with, and/or approved by YETI.”).

Plaintiff has no adequate remedy at law so long as Defendants continue to operate the E-commerce Store Names because Plaintiff cannot control the quality of what appear to be its

products in the marketplace. An award of monetary damages alone will not cure the injury to Plaintiff's reputation and goodwill if Defendants' infringing and counterfeiting continue. Moreover, Plaintiff faces hardship from loss of sales and its inability to control its reputation in the marketplace. By contrast, Defendants face no hardship if they are prohibited from the infringement of Plaintiff's trademarks. Finally, the public interest supports the issuance of a permanent injunction against Defendants to prevent consumers from being misled by Defendants' products and potentially harmed by their inferior quality. *See Chanel, Inc. v. besumart.com*, 240 F. Supp. 3d 1283, 1291 (S.D. Fla. 2016) ("[A]n injunction to enjoin infringing behavior serves the public interest in protecting consumers from such behavior.") (citation omitted); *World Wrestling Entm't, Inc. v. Thomas*, No. 12-CIV-21018, 2012 WL 12874190, at *8 (S.D. Fla. Apr. 11, 2012) (considering the potential for harm based on exposure to potentially hazardous counterfeit merchandise in analyzing public's interest in an injunction).

Broad equity powers allow the Court to fashion injunctive relief necessary to stop Defendants' infringing activities. *See, e.g., Swann v. Charlotte-Mecklenburg Bd. of Educ.*, 402 U.S. 1, 15 (1971) ("Once a right and a violation have been shown, the scope of a district court's equitable powers to remedy past wrongs is broad, for breadth and flexibility are inherent in equitable remedies. The essence of equity jurisdiction has been the power of the Chancellor to do equity and to mould [sic] each decree to the necessities of the particular case." (citation and internal quotation marks omitted)); *United States v. Bausch & Lomb Optical Co.*, 321 U.S. 707, 724 (1944) ("Equity has power to eradicate the evils of a condemned scheme by prohibition of the use of admittedly valid parts of an invalid whole." (citations omitted)).

Defendants have created an Internet-based counterfeiting scheme in which they are profiting from their deliberate misappropriation of Plaintiff's rights. Accordingly, the Court may

fashion injunctive relief to eliminate the means by which Defendants are conducting their unlawful activities. Appropriate remedies to achieve this end include canceling or transferring the E-commerce Store Names, assigning all rights, title, and interest to the E-commerce Store Names to Plaintiff, and delisting or de-indexing the E-commerce Store Names from any Internet search engine, such that these means may no longer be used as instrumentalities to further the sale of counterfeit goods.

2. Statutory Damages

In a case involving the use of counterfeit marks in connection with the sale, offering for sale, or distribution of goods, 15 U.S.C. § 1117(c) provides that a plaintiff may elect an award of statutory damages at any time before final judgment is rendered in the sum of not less than \$1,000.00 nor more than \$200,000.00 per counterfeit mark per type of good. *See* 15 U.S.C. § 1117(c)(1). In addition, if the Court finds Defendants' counterfeiting actions were willful, it may impose damages above the maximum limit up to \$2,000,000.00 per mark per type of good. *See id.* § 1117(c)(2).

The Court has wide discretion to determine the amount of statutory damages. *See PetMed Express, Inc.*, 336 F. Supp. 2d at 1219 (citing *Cable/Home Commc'n Corp. v. Network Prods., Inc.*, 902 F.2d 829, 852 (11th Cir. 1990)). An award of statutory damages is appropriate despite a plaintiff's inability to prove actual damages caused by a defendant's infringement. *See Ford Motor Co., v. Cross*, 441 F. Supp. 2d 837, 852 (E.D. Mich. 2006); *Playboy Enters., Inc. v. Universal Tel-A-Talk, Inc.*, No. 96-CV-6961, 1998 WL 767440, at *8 (E.D. Pa. Nov. 3, 1998) (awarding statutory damages where plaintiff failed to prove actual damages or profits). The option of a statutory damages remedy in trademark counterfeiting cases is sensible given evidence of a defendant's profits in such cases is frequently almost impossible to ascertain. *See, e.g.*, S. Rep. No. 104-177, pt. V § 7, at 10 (1995) (discussing purposes of Lanham Act statutory damages); *PetMed Express*,

Inc., 336 F. Supp. 2d at 1220 (statutory damages are “[e]specially appropriate in default judgment cases due to infringer nondisclosure”) (citations omitted). This case is no exception.

Here, the allegations of the Amended Complaint and the evidence establish the Defendants intentionally copied one or more of the YETI Marks for the purpose of deriving the benefit of Plaintiff’s world-famous reputation. Defendants have defaulted on Plaintiff’s allegations of willfulness. *See* Am. Compl. ¶ 32; *see also Arista Records, Inc. v. Beker Enters., Inc.*, 298 F. Supp. 2d 1310, 1313 (S.D. Fla. 2003) (finding a court may infer willfulness from the defendants’ default) (citations omitted); *PetMed Express, Inc.*, 336 F. Supp. 2d at 1217 (stating that upon default, well-pleaded allegations are taken as true). As such, the Lanham Act permits the Court to award up to \$2,000,000.00 per infringing mark on each type of good as statutory damages to ensure Defendants do not continue their intentional and willful counterfeiting activities.

The only available evidence demonstrates that each Defendant promoted, distributed, advertised, offered for sale, and/or sold at least one (1) type of good bearing at least one (1) mark which is a counterfeit of at least one of the YETI Marks protected by federal trademark registrations. *See* Am. Compl. ¶¶ 15, 25–33, 42–46; Zuercher Decl. ¶¶ 10–14; *see also* Declaration of Jeni Zuercher in Support of Plaintiff’s Motion (“Zuercher Decl. in Support of Motion”), [ECF No. 37-1] ¶ 5; Ex. 1 to Zuercher Decl. in Support of Motion, [ECF No. 37-2]. Based on the above considerations, Plaintiff has asked the Court to award statutory damages in the amount of \$1,000,000.00 per mark, per type of good. *See* Mot. at 13. As each Defendant used at least one counterfeit mark on one type of good, Plaintiff requests a statutory damage award in the amount of \$1,000,000.00 against each Defendant. *See id.* The award should be sufficient to deter Defendants and others from continuing to counterfeit or otherwise infringe Plaintiff’s trademarks, compensate Plaintiff, and punish Defendants, all stated goals of 15 U.S.C. § 1117(c). The Court

finds that this award of statutory damages falls within the permissible range under 15 U.S.C. § 1117(c) and is just. *See Chanel, Inc. v. Individuals, Bus. Entities, & Unincorporated Ass'ns*, No. 23-62201 (S.D. Fla. Feb. 5, 2024), ECF No. 34 (awarding the plaintiff \$1,000,000.00 against each of the defendants based on at least one mark counterfeited and one type of good); *Richemont Int'l Sa v. Cartierclone.Com*, No. 23-60536 (S.D. Fla. April 26, 2023), ECF No. 29 (awarding plaintiff \$1,000,000.00 against each defendant); *Tiffany NJ LLC v. Individuals*, No. 22-62299 (S.D. Fla. Feb. 3, 2023), ECF No. 34 (awarding plaintiff \$1,000,000.00 against each defendant); *Specialized Bicycle Components v. Individuals*, No. 21-61893 (S.D. Fla. Nov. 12, 2021), ECF No. 35 (awarding plaintiff \$1,000,000.00 against each defendant).

CONCLUSION

For the foregoing reasons, Plaintiff is entitled to the entry of default final judgment. Accordingly, it is hereby

ORDERED AND ADJUDGED that Plaintiff's Motion, [ECF No. 37], is **GRANTED**.

Default final judgment and a permanent injunction shall be entered by separate order.

DONE AND ORDERED in Miami, Florida, this 26th day of February, 2025.



RODOLFO A. RUIZ II
UNITED STATES DISTRICT JUDGE

SCHEDULE "A"
DEFENDANTS BY E-COMMERCE STORE NAME,
FINANCIAL ACCOUNT INFORMATION, AND E-MAIL ADDRESSES

Def. No.	Defendant / E-commerce Store Name	Financial Account Information / Payee	Merchant ID / Transaction Information	PayPal Account	E-mail Address
1	yetifactoryoutlet.com	Shop Store	L6V2WAE2YB3C4		
2	yeticoolerdeals979.shop	FASHION WARRIORS LTD	FASHIONWAR* JTDIRZOY4H Bill No.: 2024100119160186580 Transaction date: 10/1/24 Posted date: 10/2/24 Category: Merchandise & Inventory		customer@yeticoolerdeals979.shop
2	coolerkings.shop	FASHION WARRIORS LTD			customer@coolerkings.shop
3	yeticoolerdeals979.shop	LUBOS ONLINE WARDROBE LIMITED	LUBOS ONLI* IXPSX4DEUY Bill No.: 2024100119505360349 Transaction date: 10/1/24 Post date: 10/2/24 Category: Merchandise & Inventory		customer@yeticoolerdeals979.shop
3	kingscooler.shop	LUBOS ONLINE WARDROBE LIMITED	LUBOS ONLI* QJWLNRFIBZ Bill No.: 2024100119201282261 Transaction date: 10/1/24 Post date: 10/2/24 Category: Merchandise & Inventory		customer@kingscooler.shop
3	coolerswarehouse.shop	LUBOS ONLINE WARDROBE LIMITED			customer@coolerswarehouse.shop
4	xlngtyn.com	SALTOALTO S LLC	SALTOALTOS LLC Order No. 56225 Transaction date: 4/1/24 Post date: 4/2/24 Category: Merchandise & Inventory		Service@xlngtyn.com
			AC8HB9NHSX786		
			HTUDHN59DJ8DE	mostovskayadaniyat@mail.ua	

5	yeti-coolers.top		H5N5QQNFLD3BU		info@mallhelpcenter.com info@shophelpcenter.com info@storehelpcenter.com
6	yetishopus.com		HNL2XBG4ZLHDG		admin@yetishopus.com
			2DYUZTN9DQLCW		
			MQB258KLM5L3N		
			6LRZPPQ7PU54Q	kmhwjjgder@hotmail.com	
			CKYCVYBJKNB3L	HoraceQuade4885@hotmail.com	
			RM3Q6N2YRUCXJ	zpjyctjeakdfnl@hotmail.com	
6	bestbuysmall.com		MQB258KLM5L3N		Service@airservice.vip
			G4UH6MPHV7YGE		
			4XS6UWZCQ9RNL		
7	bigbigmall.shop		LBH32QZUEAYBA		service@airservice.vip
			3RHMW9X7ZVPTJ		
8	buybargains.top		8MW5ZKJVAX47Q	bjtxrczur@hotmail.com	service@airservice.vip
9	mmalk.shop		LZUZDJ4MPTV8J		stimpleloriofx@gmail.com SERVICE-AFTERSALES@OUTLOOK.COM service@airservice.vip
			WWYP783GGZD6G		
			5BUF553R995JG		
			QG4GHUZNUJSA4		
			NMWRNS7AVRSJG		
			3RV8DPBZURTBA		
			39PTJE9YPTXSE		
			9UUV3VEGR24UU		
			M7WBM6VATSQVC		
9	nh003.top		LZUZDJ4MPTV8J		stimpleloriofx@gmail.com
9	wowowo-9.top		LZUZDJ4MPTV8J		stimpleloriofx@gmail.com
9	tbuygoods.com		2LGNJU7PQR5A6		Support@Tbuygoods.com
			D49LXACDRB5ZS		
			64EH66N6SEKFU		
			5BUF553R995JG		
			4THB2V3VAKRDL		
			CHRJG4UGB57SS		
			N9XZ6RM2NT7T8		

10	shoplfy-co.com		83W6F43CB7F4Y		stimpleloriofx@gmail.com
11	uskok.shop		YQHCWGGLN2TWN		stimpleloriofx@gmail.com
12	6ro9.com	BrendaJuarez	PQM3T3GZKGVU6		NK-markets@gmail.com
12	arpou.com	BrendaJuarez	PQM3T3GZKGVU6		NK-markets@gmail.com
12	auly.com	BrendaJuarez	PQM3T3GZKGVU6		NK-markets@gmail.com
12	liyuz.com	BrendaJuarez	PQM3T3GZKGVU6		NK-markets@gmail.com
			72J4PW2JVA9XG		
13	90mon.com	BrittanyGibson	FZ3RHXKYL58X4		NK-markets@gmail.com
13	anlaog.com	BrittanyGibson	FZ3RHXKYL58X4		NK-markets@gmail.com
13	hojoira.com	BrittanyGibson	FZ3RHXKYL58X4		NK-markets@gmail.com
13	lerha.com	BrittanyGibson	FZ3RHXKYL58X4		NK-markets@gmail.com
13	meidx.com	BrittanyGibson	FZ3RHXKYL58X4		NK-markets@gmail.com
14	aleeeok.com	JesseFlores	USUY4US4G8SHC		NK-markets@gmail.com
14	gnuni.com	JesseFlores	USUY4US4G8SHC		NK-markets@gmail.com
14	heqop.com	JesseFlores	USUY4US4G8SHC		NK-markets@gmail.com
14	loein.com	JesseFlores	USUY4US4G8SHC		NK-markets@gmail.com
14	yutid.com	JesseFlores	USUY4US4G8SHC		NK-markets@gmail.com
15	N/A				
16	N/A				
17	a7hh.vip	ANDREACAR LTON	PQKVFLDP9CJA8		service-aftersales@outlook.com
18	nh001.top	DANIELTRIC E	52DTNSGAFCSZ6		service-aftersales@outlook.com
		JUANTREVINO	PVG2FB8C8VDH2		
19	beautybanquet.com.au		ADA4NR3L3X7N4		
19	sebelhunervalley.com.au		ADA4NR3L3X7N4		order@sebelhunervalley.com.au
			4NDX68ZBRMZ7Y		
20	canvasthis.com.au		LXSSQVJJDTZC		sale@canvasthis.com.au
			NVMG3SQVBUDRA		
21	cecalorori.com		L4NQY9D2V4988		Econ-Market@gmail.com
22	hommerock.com		ZU9XBVRT8HMJE		Econ-Market@gmail.com
22	xhahamster.com		ZU9XBVRT8HMJE		Econ-Market@gmail.com
23	iptvboxhq.com	Mary Smith @smith5012	JKCDXTMN566W6		Econ-Market@gmail.com
			2UVVQY9Z7G3W8		
23	nathaliaotero.com	Mary Smith @smith5012	JKCDXTMN566W6		Econ-Market@gmail.com

			4RCYABCAT9EHQ		
23	tankwing.com	Mary Smith @smith5012	JKCDXTMN566W6		Econ-Market@gmail.com
23	socialmim.com	Brandon Boschi	4RCYABCAT9EHQ		Econ-Market@gmail.com
			6HHCHQN3WRD5C		
23	apkuggage.com		6HHCHQN3WRD5C		Econ-Market@gmail.com
24	janirlirem.com		35A3AU7L8QTVW		Econ-Market@gmail.com
24	maniskowmit.com		35A3AU7L8QTVW		Econ-Market@gmail.com
25	joscryptos.com		3HJSYNK4V586L		Econ-Market@gmail.com
26	lirupicsa.com		UVBGG4NQXCG64		Econ-Market@gmail.com
26	soundlessslam.com		UVBGG4NQXCG64		Econ-Market@gmail.com
27	lyongaz.com		7JBYYE9KURCJ6		Econ-Market@gmail.com
27	miropadere.com		7JBYYE9KURCJ6		Econ-Market@gmail.com
28	mimindress.com		VMR2DGKYHG852		Econ-Market@gmail.com
28	torencleaner.com		VMR2DGKYHG852		Econ-Market@gmail.com
		MohamedRaja b	W5Q36KXLH7ZKW		
29	panekanine.com		HYMNTH8VC2G52		Econ-Market@gmail.com
			UY5X2N9M4GR9J		
			Z8XGNF6S6SVHY		
			2F9WXN6JLQWXE		
			B8BEPD4F62V5Q		
			MUUP535EF73RA		
30	qalacerade.com	StormySpeers	AYUC3NPTCSV5W		Econ-Market@gmail.com
30	wristsnapz.com		AYUC3NPTCSV5W		Econ-Market@gmail.com
31	qiswetonde.com		8LB8Y37R4AMSJ		Econ-Market@gmail.com
32	N/A				
33	saiyandoc.com		GU2JEYEHEPLYW		Econ-Market@gmail.com
34	startnowd.com		V4BSH4K9JH982		Econ-Market@gmail.com
35	ttobao.com		8GKGAT2AT3HC6		Econ-Market@gmail.com
36	usexebikel.com		6DSMPAY8948BE		Econ-Market@gmail.com
36	zimmanz.com		6DSMPAY8948BE		Econ-Market@gmail.com
37	clayaery.com		J22EJEKUTTHQW		Service@kkluxury.store
38	couturechiccorner.shop	Ashkinst-re	JLSE5FLSXNCNU		eppleyhornsanvj5170@gmail.c om

			76Q2WXMW992W4		
			DBGXVEWET88E8		
38	exceptionalbuysnow.shop	Ashkinst-re	JLSE5FLSXNCUDU		ButtelEmling@gmail.com
		Glamerousk	VEBZRWSGKYYBE		
39	N/A				
40	enra.shop		M958FHCEBNGAU		info@enra.shop support@shopsupers.com
		DENALI WATER SOLUTIONS LLC	KH29A54LN2FKN		
			EYTVMFXT3DU2		
			MKMAQXHXPW6BE		
		ARROW PHARMACY HOLDINGS LLC	SA4U9WFDTZPGS		
40	ghardailo.shop		SXHFMC3SMWSVA		info@ghardailo.shop
			4ZD54PA8SSMME		
			BZZ2SDKECKMK8		
			N99WHFSQFSNBN		
			TF5SMMX9CFZBN		
		DENALI WATER SOLUTIONS LLC	KH29A54LN2FKN		
		Ethan-james Hindmarch	BLMR3U5834C2L		
41	etronrohh.shop	Luke Carey@LukeC arey288	H6P952HSGTVM8		service18@wholeshopx.com
41	spainse.shop	Luke Carey@LukeC arey288	H6P952HSGTVM8		sanghyunsun3@gmail.com
42	spainzz.online	Jonathan Wells@Jonatha nWells331	9MH3JRXF26Y3L		sanghyunsun3@gmail.com
42	troniee.co	Jonathan Wells@Jonatha nWells331	9MH3JRXF26Y3L		sanghyunsun3@gmail.com service18@wholeshopx.com
43	furnitufb.top	Louise Robertson @LouiseRober tson695	QYS8Z4PLGQD9Y		sanghyunsun3@gmail.com

44	miitunn.shop	Lara Rose @LaraRose864	JCJACNQYFN2P8		sanghyunsun3@gmail.com
45	miteroh.vip	Tyler Boyle @TylerBoyle401	ZNY46JKJ643ZG		sanghyunsun3@gmail.com
46	barrmall.shop	LaradamsTD	T8SDZVP3DERGU		hdfheryre66@gmail.com sanghyunsun3@gmail.com
		Rarpdreston	GZXUE47FP245A		
47	beautifuldiscountsmall.shop	Buckrysine	HZJBXVCFYGWVG		sanghyunsun3@gmail.com
48	brownrucemall.shop	Allenryilda	ZN72YXBRTFZM6		sanghyunsun3@gmail.com
49	darrenmall.shop	NGUYENNGUYEN	JSW57G2WXR3L4		hdfheryre66@gmail.com. sanghyunsun3@gmail.com
49	martinmall.shop	NGUYENNGUYEN	JSW57G2WXR3L4		sanghyunsun3@gmail.com
50	popeyemall.shop		857RRZCYMJ5CL		sanghyunsun3@gmail.com
51	paulmall.shop		ZS5PUUU5MB9U2		sanghyunsun3@gmail.com
52	goodvipl.shop		6UH8ZAU2MY2CS		info@mallhelpcenter.com info@storehelpcenter.com info@shophelpcenter.com culpcathey2193@gmail.com
			2V887QVRC47M8		
52	myopz.shop		6UH8ZAU2MY2CS		info@mallhelpcenter.com info@storehelpcenter.com info@shophelpcenter.com culpcathey2193@gmail.com
			HQB699WJTAKDW		
52	okdvip.shop		6UH8ZAU2MY2CS		info@mallhelpcenter.com info@storehelpcenter.com info@shophelpcenter.com culpcathey2193@gmail.com
53	mallsaleusa.top		82FNU7BF8QB4A		support@customerafter.com
			LGAZ89UW6PYMN		
54	osdaq.com		PCT8WE25QHKVQ		Support@osdaq.com
			8ZDJCGJER29CN		
			8DLLBHH77ALKS		
			8LJNPMMRB7VSA		
			ENMC2QCWUNXHG		
			DCNKTRGQXKUDN		
			RREFHJ8NXMD66		
			AXWPUGKDNZ69C		
			W6N8SRFBNXZW		
			FSNRNSHUQEXAW		
			3JAMJVEQ7AL9G		
			ZFV6ZM9QA4HX4		

			T3YWEASVRRYX4		
			7N76T5HL8H77C		
			BRDG6NQCWLK4		
			35MRZFSUQLP3U		
		Catia Augusto	R9YJ9CG3W2B52	ElizabethHairstonb84@g mail.com	
55	softcooleruk.com	AGENCIJA AVANTA d.o.o. Ljubljana	89XFGTUN7C5YU		admin@husqvaoutlet.com
56	stocknexapulsepro.com		FMPNQY4KQZ7AN		support@dailysale.com
57	tctocc.shop	Andrew Wilcox @Wilcox622	7BXWG64YKKH4S		stelaalbulescu120@gmail.com hi@yourdomain.com gibsonmelanie13@gmail.com
58	tctocd.shop	Imran Khan @IKhan426	M339QMZX3XDNQ		customercare@laura- james.co.uk
59	tctocf.shop	Matthew Hicklin @MatthewHic klin225	D84PGRXXD6GBW		customercare@laura- james.co.uk
60	tctoch.shop	Peter Peter @PPeter812	UKUQ69F5YBU4C		stelaalbulescu120@gmail.com hi@yourdomain.com gibsonmelanie13@gmail.com
60	ucuocj.shop	Louis Brazendale @LouisBrazen dale	CWKHW9AK9RPPC		rodneyperkins742@gmail.com
		Natalie Lister @Lister590	W83ZY7XG89CTE		
		Susan Mccord @Susan419526	UCSMPFSVPJVDJ		
		Kerryann Hayton @KerryannHa yton	Q4RGV4JREL8NJ		
		Terence Casey @TCasey657	E6V6WLA6DZ6NS		
		Peter Peter @PPeter812	UKUQ69F5YBU4C		
61	tctocj.shop	Rhoda Newton @RhodaNewto n923	KSVFZAMZMWCG4		customercare@laura- james.co.uk gibsonmelanie13@gmail.com
62	tctock.shop	Mark Gough @MarkMacfarr en	VMUNEUPTKRGXG		customercare@laura- james.co.uk
63	tctocp.shop	Jessica Palmer @JPalmer112	YY3YHMNW6MPVW		stelaalbulescu120@gmail.com hi@yourdomain.com gibsonmelanie13@gmail.com
63	ucuocv.shop	Jessica Palmer @JPalmer112	YY3YHMNW6MPVW		rodneyperkins742@gmail.com
		Anne Whichcord	N66HSVYJMZMDG		

		@AnneWhichcord		
		Karen Roche @KarenRoche75	EKDPX49ENTFGU	
		Gillian Kilroy @Gillian619	ECKEM4CUPRMUU	
		Carl Jessup @Jessup396	XE6YZSNDYVEY8	
		Gordon Ward @GordonW712	PHU3VJTV6BE2Y	
63	tctocs.shop	Gillian Kilroy @Gillian619	ECKEM4CUPRMUU	stelaalbulescu120@gmail.com hi@yourdomain.com gibsonmelanie13@gmail.com
64	tctocr.shop	Julie Herbert @JulieHerbert452	QK7G2DSTR6Z8W	customercare@laura-james.co.uk
65	tctocv.shop	Christina Grant @ChristinaGrant510	GEUBGP9SG48GJ	customercare@laura-james.co.uk
66	N/A			
67	wcwocr.shop	Louise Stennett @LouiseStennett	3UYWSFFJVRS5Q	stelaalbulescu120@gmail.com gibsonmelanie13@gmail.com
68	wcwocs.shop	Kenneth Clayton @KennethClayton916	XEQ5V78RG2ZBG	stelaalbulescu120@gmail.com
69	wcwocw.shop	Nicholas Dark @NicholasDark392	6TUV4DB66PHH8	stelaalbulescu120@gmail.com
70	xcxocf.shop	Richard Elliott @RichardElliott648	5QJ4TSEY347DU	stelaalbulescu120@gmail.com gibsonmelanie13@gmail.com
71	xcxocg.shop	Sheryl Marley @LeanneMarley321	C897FGW93PHKA	stelaalbulescu120@gmail.com
72	xcxoch.shop	Muhammad Usmani @MuhammadUsmani150	PK6BDT3SFXG3Q	stelaalbulescu120@gmail.com gibsonmelanie13@gmail.com
73	xcxock.shop	Marc Webber @MarcWebber703	XW4AZRY7CE5H2	stelaalbulescu120@gmail.com
74	xcxocx.shop	Julie Varo @JulieVaro	JGNJNXSVKUA68	stelaalbulescu120@gmail.com
75	xcxocy.shop	Adeline Hagan-Wobil @AdelineHaganWobil	QWZA246RUDQZQ	stelaalbulescu120@gmail.com gibsonmelanie13@gmail.com